

Keokuk

Keokuk Police Officer's Assn.

7/1/2005 6/30/2008

2005 / 2008

**KEOKUK
POLICE
BARGAINING
CONTRACT**

TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
1	ARTICLES OF AGREEMENT	3
2	RECOGNITION CLAUSE	3
3	RESPONSIBILITIES	4
4	NEGOTIATION	5
5	RATE OF PAY	5
6	SUPPLEMENTAL TIME PROVISIONS	7
7	CIVIL SERVICE SENIORITY	9
8	VACATIONS	11
9	SICK LEAVE	13
10	FUNERALS	15
11	LEAVE OF ABSENCE	16
12	GRIEVANCE PROCEDURES	16
13	UNIFORM AND MAINTENANCE ALLOW.	19
14	GROUP LIFE AND HEALTH INSURANCE	20
15	LONGEVITY PAY	21
16	HOLIDAYS	22
17	MILEAGE	23
18	CLASSES OF PATROLMEN	23

TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
19	JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE	24
20	NON-CIVIL SERVICE EMPLOYEES	25
21	NON-CIVIL SERVICE SENIORITY	25
22	VESTED RETIREMENT	27
23	PHYSICAL FITNESS	27
24	PERSONAL LEAVE	27
25	DEFINITION OF YEAR	28
26	NON-CIVIL SERVICE PROBATION	28
27	DURATION OF AGREEMENT	29

ARTICLE 1

It is the intent and purpose of this Agreement to promote and insure a spirit of confidence and cooperation between the City of Keokuk, Iowa and the members of the Keokuk Police Bargaining Unit, hereinafter referred to as "Unit", and the City of Keokuk, hereinafter referred to as "City". Any article of this Agreement, paragraph, or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing Police Department, or the Iowa Public Employment Relations Act shall be void and of no force and effect.

ARTICLE 2 RECOGNITION CLAUSE

The Keokuk Police Bargaining Unit is hereby recognized as the sole certified collective bargaining agent under the Public Employment Relations Act (Chapter 20 of the Code of Iowa) for all 1st, 2nd, and 3rd Class Police Officers, Dispatchers and Humane Officers (all patrol officers or any civil employees of the Police Department except as excluded below).

It is hereby specifically agreed that the Keokuk Police Bargaining Unit does not represent the Chief of Police, Detectives, **Assistant Chief**, Captains and Sergeants, confidential civil personnel, janitors or police administrators.

The parties further agree this Agreement does not cover or include by its terms part-time or temporary employees of the Police Department.

ARTICLE 3 RESPONSIBILITIES

Section 1. Public Employee Rights.

Public employees shall have the right to:

- (1) Organize, or form, join, or assist any employee organization;
- (2) Negotiate collectively through representatives of their choosing;
- (3) Engage in other concerted activities for the purpose of collective bargaining and other mutual aid or protection, insofar as any such activities is not prohibited by the State of Iowa Public Employment Relations Act of 1974 or any other law of the state;
- (4) Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees, or assessments or service fees of any type.

Section 2. Public Employer Rights.

Under the State of Iowa Public Employment Relations Act of 1974, public employers shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

- (1) Direct the work of its public employees;
- (2) Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency;
- (3) Suspend or discharge public employees for proper cause;
- (4) Maintain the efficiency of government operations;
- (5) Relieve public employees from duties because of lack of work or for other legitimate reasons;
- (6) Determine and implement methods, means, assignments and personnel by which the public employer's operations are conducted;
- (7) Take such actions as may be necessary to carry out missions of the public employer;
- (8) Initiate, prepare, certify, and administer its budget;
- (9) Exercise all powers and duties granted to the public employer by law.

ARTICLE 4
NEGOTIATION

The parties agree that this Collective Bargaining Agreement is to be reopened for negotiation, no later than 165 days prior to the certified budget submission date of the City of Keokuk, and that during the period from the commencement of negotiations to 120 days prior to the certified budget submission date; the parties shall meet and endeavor to reach agreement. That, after said date, 120 days prior to the certified budget submission date, the impasse, and mediation, fact-finding, and arbitration procedures of the Public Employees Relations Act shall apply.

ARTICLE 5
RATE OF PAY

Section 1. Beginning July 1, 2005, pay in each classification shall be as follows:

<u>Classification</u>	<u>Annual Pay</u>	<u>Hourly Rate</u>
Patrolman 1st Class (3 rd year and thereafter)	34,667	15.83
Patrolman 2nd Class (2 nd year)	33,572	15.33
Patrolman 3rd Class (1 st year)	29,521	13.48
<u>Dispatchers and Humane Officer</u>		
Third Year and thereafter	24,752	11.90
Second Year	24,419	11.74
First Year	21,050	10.12

Section 2.

The rate of pay for persons covered by this agreement for the period beginning July 1, 2006 and ending June 30, 2007 shall be negotiated beginning in September 2005.

Section 3

The rate of pay for persons covered by this agreement for the period beginning July 1, 2007 and ending June 30, 2008, shall be negotiated beginning in September 2006.

All dispatchers shall obtain 911 Certification before completion of one year of service.

Section 4

Non-civil service employees covered by this agreement shall be paid every two (2) weeks. Each pay period shall end on Saturday with paychecks to be issued the following Friday. Upon employment, the City may withhold up to one (1) week's pay (forty (40) hours) for bookkeeping and other administrative purposes, provided however, that at the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

Section 5

Civil Service employees shall be paid every other Friday. An employee's base pay shall be equal to 1/26 of the annual salary, as adjusted for longevity, as provided in Article 16, and as further adjusted under Article 6. For Civil Service employees hired after July 1, 1987, the City may withhold one (1) week's pay (1/52 of annual salary). The withholding of a new Civil Service employee's pay may be taken from the employee's first paycheck.

At the termination of an employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

Section 6

The City agrees that all non-civil service employees of the City are guaranteed in a seven (7) day work cycle, forty (40) hours of work time or compensation for at least a total of forty (40) hours during each seven (7) day work cycle.

Section 7

A shift differential of thirty-five (\$.35) cents per hour shall be paid for all employees working the midnight to eight a.m. (12:00 a.m. to 8:00 a.m.) shift. A shift differential of twenty-five (\$.25) cents per hour shall be paid for all employees working a swing shift schedule. A shift differential of twenty-five (\$.25) cents per hour shall be paid for all employees working the four p.m. to midnight (4:00 p.m. to 12:00 a.m.) shift. This provision includes shift differential inclusion for calculating all paid hours, overtime and all paid leaves.

ARTICLE 6 SUPPLEMENTAL TIME PROVISIONS

Section 1

When a member of the Police Department is required to perform extra duty in addition to his regular shift, immediately prior to, or immediately following his regular shift, provided such overtime is authorized by his Shift Commander or the Chief of Police, he shall receive overtime pay for the time worked, at the rate provided in Section 4 of this Article; and if such overtime exceeds two (2) hours, the Officer shall receive a minimum of four (4) hours pay.

Section 2

In the event members of the Police Department, at the discretion of the Chief of Police, are required to attend training sessions or departmental meetings, they can receive one and one-half (1 1/2) hours off regular duty for each hour of attendance at such training

such training session or departmental meeting unless the training session or departmental meeting is held during the member's regular duty hours. The provisions of this Section do not apply to out of town schooling or training exceeding a fifteen (15) mile radius.

Section 3

In lieu of overtime pay as provided above, compensatory time may be taken at the option of the Officer or civilian employee, subject to regulations by the Chief of Police, based upon manpower requirements, first request or other just cause or reason. Compensatory time shall be equitably administered by the Chief. No Officer may accumulate more than ninety-four (94) hours of compensation time. Time off shall be prearranged at least 48 hours prior to the time off taken and shall be subject to the normal operating requirements of the Police Department, as directed by the Chief of Police.

Section 4.

Base pay shall be the employee's hourly rate under Article 5, plus adjustments for longevity under Article 15 and shift differential under Article 5, Section 7. Overtime shall be computed as one and one-half (1 1/2) times base pay.

Section 5

Any off duty employee whose attendance is required after service of a valid Iowa subpoena, including on orders of the County Attorney, City Attorney, or Chief of Police, at any deposition, or proceeding in either Magistrate Court or District Court, shall be entitled to a minimum of four hours base pay for said Court appearance and Court time. Any employee who claims more than four (4) hours minimum shall submit in writing to the Chief of Police, the verified statements of the hours actually spent in attendance at a deposition or Court Proceeding. The above section does not apply to personal Court actions and non-duty related attendances.

Section 6

The call-in minimum shall be four (4) hours. Mandatory schooling shall be reimbursed at the employee's option with either compensatory time off, as limited in Section 3, or overtime pay as described in Section 4 hereof.

Section 7

Any officer placed on stand-by alert under the Rules of the Department shall receive payment for each hour which the officer is required to remain on such status at a rate of one-half (1/2) times the Officer's base pay as defined in Section 4 above

Section 8

Notwithstanding any other provision of this Agreement, non-civil service employees of the Department covered by this Agreement shall be compensated with overtime for every hour worked over forty (40) hours in a seven (7) day period and civil service employees shall be paid overtime for every hour worked over forty-nine (49) hours in an eight (8) day work cycle, provided however, that nothing in this Agreement shall be construed as, requiring the City to pay overtime more than once for any cause under this Article, or any other Article.

Section 9.

The Employer agrees to pay all employees called to serve on any Jury. If an employee is discharged from the Jury before the work day ends, he must report immediately to the Employer for work. This shall be construed to mean, pay for the regular working hours of the employee selected for such jury duty. Any jury pay received while on duty will be returned to the City when received.

ARTICLE 7 CIVIL SERVICE SENIORITY

Section 1

Seniority among the members of the Keokuk Police Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Keokuk Police Department, said reduction in employees shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave and longevity pay shall be pursuant to seniority as herein defined.

Section 2

If a vacancy on a shift occurs, the employer shall post notice of the vacancy for bidding for seventy-two (72) hours before said vacancy is filled and the employee with the most accumulated seniority and rank shall fill the vacancy, provided that, the qualifications of the employees bidding are equal. The Officer filling such vacancy shall have the right to refuse the position for three (3) days after assuming the same and may then return to his former position. The Chief of Police shall have the authority to fill a vacancy temporarily without regard to seniority, but said temporary filling of the vacancy shall not waive the bidding requirement for permanent filling said vacancy. The qualifications of the employees bidding for the shift position shall be judged by the Chief of Police subject to the review procedures established in this contract. Nothing herein shall in any way affect the Civil Service rights of an employee.

Section 3.

During the month of July each year, all civil service positions shall be posted for bidding. For such bidding purposes, all positions shall be considered vacant and employees will be allowed to bid on said position based upon their seniority in the Police Department. Bids shall be held open for a minimum of eight (8) days. Reassignment, if any, will be made on the basis of said bids based on assignment to new shifts, if any will be made by the Chief of Police, on or before August 15th of each year. If in the event it becomes necessary to bid on scheduled days off, the same procedure as outlined in this section will be applied.

The rights granted by this section shall not require the City to assign all its least senior officers to one shift and the City reserves the right to adjust positions to insure at least, two (2) First Class Officers shall serve on each shift.

Section 4

Civil service employees shall be assigned non-emergency overtime or overtime which has been planned or scheduled for more than forty-eight (48) hours, on the basis of seniority starting with the most senior officer and continuing in declining seniority. The least senior officer qualified for any such position shall be required to work such overtime, if the officers most senior are unavailable or decline to work. In making assignments based under this provision, the determination of the Chief of Police or in his absence, the **Assistant Chief**, as to the qualifications of any officer to fulfill a

particular assignment shall be final and not subject to grievance. Overtime occasioned for the absence or sickness of an officer on a particular shift, shall require the call-in of an officer from the proceeding shift or the call-in early of an officer from the succeeding shift, shall be assigned on the basis of seniority within the particular shift affected and shall not extend to the Department generally. Any officer on vacation, leave or otherwise not available shall not be considered in the assigning of such overtime. Moreover, as to any overtime which cannot be posted or which is planned less than forty-eight (48) hours, the failure of an officer to respond shall be considered waived, by that officer, of the right to work the overtime. The determination by the Chief of Police, or in his absence, the **Assistant Chief**, or the Shift Commander, that an emergency exists or that overtime has been scheduled or planned for less than forty-eight (48) hours, shall be final and not subject to grievance.

ARTICLE 8 VACATIONS

Section 1

All civil service employees shall accumulate vacation time, at the rate of 1.85 hours for each pay period an employee is maintained on the City payroll from date of hire. All civil service employees shall have his or her rate of accumulation adjusted upon the anniversary date, as shown below:

After the first anniversary of employment, 3.70 hours per pay period.

After the fourth anniversary of employment, 5.54 hours per pay period.

After the tenth anniversary of employment, 7.39 hours per pay period.

After the seventeenth anniversary of employment, 9.24 hours per pay period.

After the twenty-fifth anniversary of employment, 11.08 hours per pay period.

Section 2

Non-civil service employees working a five (5) working days and two (2) days off schedule shall accumulate vacation time, at a rate of 1.54 hours for each pay period an employee is maintained on the City payroll from date of hire. Such employees shall have their rate of accumulation adjusted upon the employee's anniversary date,

beginning the pay period after said anniversary date, as shown below:

After the first anniversary of employment, 3.08 hours per pay period.

After the fourth anniversary of employment, 4.62 hours per pay period.

After the tenth anniversary of employment, 6.16 hours per pay period.

After the seventeenth anniversary of employment, 7.70 hours per pay period.

After the twenty-fifth anniversary of employment, 9.24 hours per pay period.

Non civil-service employees working a six (6) working days and two (2) days off schedule shall accumulate vacation time, at a rate of 1.85 hours for each pay period an employee is maintained on the City payroll, from date of hire. Such employees shall have their rate of accumulation adjusted upon the employee's anniversary date, beginning the pay period after said anniversary date, as shown below.

After the first anniversary of employment, 3.39 hours per pay period.

After the fourth anniversary of employment, 5.08 hours per pay period.

After the tenth anniversary of employment, 6.77 hours per pay period.

After the seventeenth anniversary of employment, 8.47 hours per pay period.

After the twenty-fifth anniversary of employment, 10.16 hours per pay period.

Section 3

All vacations shall be coordinated with the Chief of Police. Any other provision of this Agreement to the contrary, notwithstanding vacations, shall be scheduled on a calendar year basis for each calendar year, during the first four (4) months of said calendar year on the basis of seniority, after the first four (4) months of each year, vacations shall be scheduled by priority request without regard to seniority.

Section 4

In the event a holiday(s) falls within an employee's vacation period, he or she shall be granted an additional day(s) off with pay, in conjunction with the employee's vacation.

Section 5

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation under Section 1 of this Article. No employee may accumulate a vacation in excess of thirty-nine (39) times the vacation earned by said employee during a pay period.

Section 6

An employee who is separated from service by resignation, death, retirement, discharge or otherwise, shall be compensated for all unused vacation time.

Section 7

Vacation pay shall be determined as follows: for each day of vacation taken an employee will receive eight (8) times his or her hourly base pay as adjusted for longevity and shift differential

ARTICLE 9 SICK LEAVE

Section 1

Any employee incurring a sickness or disability shall receive sick leave with full pay to the extent herein provided. The Chief of Police shall have the right to request a doctor's statement in support of such sick leave.

Section 2

Employees shall accumulate sick leave, at the rate of 4.0 hours for each pay period of service from the first day of employment and shall continue to do so, until the employee shall have accumulated a maximum of 1,600 hours of sick leave.

Section 3

The City of Keokuk agrees that employees may be paid, at the employee's election, for three (3) days for twenty-four (24) hours of accumulated sick leave, for the first three (3) days an employee is off duty, due to an occupational illness or injury. In the event an employee suffers an occupational illness or injury, the employee's right to use accumulated sick leave shall be, only to the extent which may be allowed, in conjunction with worker's compensation. This section shall apply only to non-civil service employees covered by worker's compensation.

Section 4

Employees must promptly notify the dispatcher on duty, at least one (1) hour before the starting of his or her shift, of inability to work when scheduled, due to illness or injury.

Section 5

Section 1, notwithstanding, new employees shall be advanced forty-eight (48) hours of sick leave upon employment, but shall not earn or accumulate additional sick leave until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as provided in Section 1, hereof.

Section 6

All employees of the Police Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay with a maximum of seventy-one (71) days or five hundred sixty eight (568) hours upon regular retirement, disability retirement or death, if still employed at death. The employee shall be entitled to one hundred percent (100%) of unused sick leave if death occurs while the employee is on duty. An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum of seventy-one (71) days or five hundred sixty eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,190) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an

employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 7

All employees of the Police Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation (24 hours accumulated sick leave is equal to 8 hours of vacation). The employee shall not exceed seven (7) days of additional vacation in any fiscal year under this conversion policy. All employees of the Police Department are eligible for conversion, if the employee, at all times, maintains a minimum of one thousand (1,000) hours of accumulated sick leave. Section 3 of Article 8 applies for scheduling.

ARTICLE 10 FUNERALS

Section 1

Employees will be allowed three (3) calendar days off work with pay, as bereavement leave in the case of death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate (with prorated longevity, if any) for a total of twenty-four (24) hours. The immediate family shall include spouse, father, mother, son, daughter, sister, brother, grandparents and grandchildren of the employee and spouse. Employees shall be allowed one (1) day off work with eight (8) hours pay, as mentioned above, as bereavement leave for any aunt, uncle or step relative of the employee. Step relative is to include stepfather, stepmother, stepdaughter, stepson, stepbrother and stepsister. Upon the request of the employee, the Chief of Police may in his discretion treat the death of a step relative, **or a non-related person(s) living in the household**, as a death in the immediate family and grant up to three (3) days off work with pay as herein provided. The three (3) day leave under this Article, shall start the day death occurs or the first day thereafter or the day of the funeral and without regard to weekends, holidays, scheduled vacations or other days off, shall terminate after three (3) consecutive calendar days, without extension because of days off or for other reasons. The Chief of Police, with the approval of the Mayor, may authorize additional leave to be taken as a leave of absence, pursuant to Article 11.

Funeral leave payment shall be only for scheduled work days missed. The one day leave shall be taken at the option of the employee, on the day of death, the day of the

funeral or any day between. An employee shall be allowed, two (2) hours off work to attend the funeral of any other employee working under this Agreement. Employees taking time off work as pallbearers shall be allowed up to four (4) hours off work, without loss of pay. Provided however, that no employee shall attend a funeral or serve as a pallbearer, if such attendance or service will, in the opinion of the Chief of Police, reduce the manpower level of the Department below the minimum necessary.

Section 2

Anything to the contrary in Section 1 hereof notwithstanding, no employee, regardless of work schedule, shall receive pay in an amount greater than an amount equal to pay for three (3) shifts of eight (8) hours each, when given three (3) calendar days off, nor any amount greater than an amount equal to pay for one (1) shift of eight (8) hours, when given one (1) calendar day off under this Article.

ARTICLE 11 LEAVE OF ABSENCE

Leave of absence, with or without pay, may be granted at the discretion of the Council.

ARTICLE 12 GRIEVANCE PROCEDURES

Section 1.

It is agreed that the City of Keokuk shall provide the opportunity for individual Employees to discuss with the administration, any grievance concerning the interpretation and application of the provisions of this agreement, in order to find mutually satisfactory solutions, as rapidly as possible, so as to insure efficiency and promote morale.

Step 1

An individual employee shall file with the grievance committee, a written and signed petition stating the nature of the grievance. No action or matter shall be considered the subject of a grievance, unless a written petition is made within five (5) days of its occurrence, excluding holidays and weekends. If, in the opinion of the grievance committee, no grievance exists, no further action is necessary.

Step 2

If the union determines a grievance does exist, then the grievance committee shall, with or without the physical presence of the aggrieved employee, present the grievance to the **Assistant Chief** for adjustment, within five (5) calendar days after the filing of the written petition with the union.

Step 3

If, after five (5) calendar days, the written reply of the **Assistant Chief** fails to settle the grievance, the grievance committee may submit the grievance to the Chief of Police for adjustment.

Step 4

If, after five (5) calendar days, the written reply of the Chief of Police fails to settle the grievance, the grievance committee may submit the grievance to the Mayor or his agent for adjustment.

Step 5

If, within fifteen (15) calendar days, the written reply from the Mayor or his agent, fails to settle the grievance, it shall then be, by the choice of the grievance committee, submitted to binding arbitration, in the following manner:

1. The Union and Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,
2. A joint letter will be mailed, requesting either the Public Employment Relations Board, to submit a list of five (5) available arbitrators, from which one is to be mutually selected, within five (5) days after receipt of this list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list, until only one remains. The employee requesting the arbitration shall strike the first name.
4. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

Section 2

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement, and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or in any way modify the terms of this Agreement or any agreement made supplementary thereto.

Section 3

The expenses and fees of the arbitrator and such other expenses, as are mutually agreed to, in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

Section 4

If the presentations of grievances at any level, employees or the grievance committee shall be free of restraint, interference, discrimination or reprisal.

ARTICLE 13
UNIFORM AND MAINTENANCE ALLOWANCE

Each Civil Service employee of the Department is entitled to clothing allowance of \$900.00 a year.

The allowance will be paid on July 1 of each year or as soon after, as practical.

New Civil Service appointees to the Department will be provided, a one time only, clothing allowance of \$900.00 the time of said payment subject to approval of the Police Chief.

If a uniform is required for non-civil service by the City, the City shall furnish three (3) outfits in the first year and thereafter, non-civil service shall receive **one-half (1/2)** of the Civil Service employees' clothing allowance. (\$450.00)

Non-Civil service employees covered by this contract not required to wear uniforms shall receive Two Hundred Twenty-Five Dollars (\$225.00)

The City shall reimburse the member of the actual cost, of any article of clothing or other item of personal property lost, damaged, or stolen in the line of duty, except in cases, where the loss, damage, or theft of property is due to the negligence of the employee. The Chief of Police shall provide a claim form for the filing of a lost, damaged or stolen property claim and the employee shall file said claim, within twenty-four (24) hours of the occurrence and submit the same to the Chief of Police for approval. The claim shall then be paid when approved by the City Council.

Nothing herein contained, shall be construed, so as to require any uniformed member of the Police Department to furnish his or her own gun, ammunition, belts or other leather goods, (except shoes), which form a part of the Officer's uniform or equipment. All ammunition, weapons and leather accoutrements thereto, shall be uniformly provided by the Employer and used and worn in accordance with the rules and regulations established by the Chief.

The Employer agrees to purchase guns, belts or other leather goods and weapons for present Police Officers which conform to uniform requirements effective July 1, 1981.

The City may provide, in addition to other items, bullet-proof vests, which shall be used and worn in accordance with rules and regulations established by the Chief.

ARTICLE 14
GROUP LIFE AND HEALTH INSURANCE

Section 1

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance coverage provided by the Employer, on participating regular employees and their dependents.

The Employer agrees to contribute one hundred (100) percent for employee premium costs (Single Policy). The Employer agrees to contribute ninety (90) per cent for employee dependent premium costs (Family Policy). The balance of any premium costs for insurance on dependents shall be paid by the employee.

The City of Keokuk will pay for a basic physical when required by the City of Keokuk and associated medical costs of tests required as a result of the physical by the examining physician and not covered by health insurance.

The Employer agrees to contribute one hundred (100) percent premium costs for employee single and family coverage life insurance which coverage shall be \$40,000 employee, \$5,000 spouse, and \$2,500 dependents.

In the event of a line-of-duty death, any member covered by this agreement, the employer shall pay the employer's portion of health insurance costs for three-months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article. In addition, the City will provide a \$5,000 funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work-related activities.

Section 2

An employee between the ages of fifty-five (55) and sixty-five (65) with a minimum of twenty-two (22) years of service who retires after July 1, 2005 will be eligible for a one hundred percent (100%) paid Single Policy in the Group Medical Insurance Program coverage, in effect at the time of said retirement. The coverage will continue until the retiree is eligible for Medicare. If the retiree wishes to have a Family Policy they may do so by paying the difference between a Single Policy and Family Policy using the benefit option in Article 9, Section 6 or by paying the difference themselves. Under no circumstances will the Employer pay more than the cost of a Single Policy. If

SETTLEMENT AGREEMENT

In full and final settlement of PERB Case No. 7081 between the City of Keokuk and the Keokuk Police Bargaining Unit, the parties, having identified a misunderstanding between them relating to the collective bargaining agreement effective from July 1, 2005 through June 30, 2008, hereby agree to the following:

1. An employee between the ages of fifty-five (55) and (65) with a minimum of twenty-two (22) years of service who retires after July 1, 2008 will be eligible for a one hundred percent (100%) paid single medical, dental, and vision policies in effect at the time of the collective bargaining agreement.
2. This practice will be governed after the conclusion of this agreement by the bargaining for the successor collective bargaining agreement. This practice sets no precedent for the bargaining of the successor agreement.
3. The provisions of item one above are enforceable through the parties' grievance procedure contained in their collective bargaining agreement.
4. The Keokuk Police Bargaining Unit hereby withdraws the above-referenced complaint.

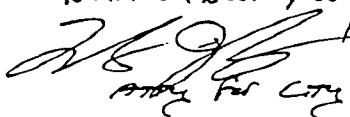
DATED this 22nd day of June, 2005

For the City

Dary Stepp

6th Ward Council Person

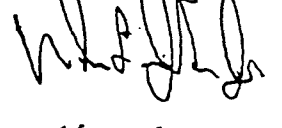
Donna Eiler, City Clerk

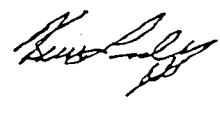
 (Robby J. Gorden)
Mayor for City

For the Bargaining Unit



Att'y for Complaint

 Bargaining Unit President

 Bargaining Unit Vice President

during the duration of the contract the cost of a Single Policy increase ten percent (10%) or more the employer, upon notification to the retiree and the union, will continue to pay the cost previous to the increase with the retiree paying the difference.

ARTICLE 15 LONGEVITY PAY

The City agrees to pay, as indicated below, by adding the indicated sums to an employee's hourly wage under Article 5:

	<u>HOURLY</u>	<u>YEARLY</u>
After five (5) years of service	.11	\$240.00
After ten (10) years of service	.22	\$480.00
After fifteen (15) years of service	.33	\$720.00
After twenty (20) years of service	.44	\$960.00
After twenty-five (25) years of service	.55	\$1200.00
After thirty (30) years of service	.66	\$1440.00

Sixty-six cents (.66) additional pay an hour shall be the maximum longevity pay. Longevity shall be determined upon the anniversary of each employee's employment.

Longevity pay shall be added to an employee's hourly rate on the first (1st) day of the fiscal year, in which an employee will reach an anniversary, which under this Article requires an adjustment to longevity pay.

<u>Non-Civil Service Employees:</u>	<u>Hourly</u>	<u>Yearly</u>
After 5 years of service	.07	\$150.00
After 10 years of service	.14	\$300.00
After 15 years of service	.29	\$600.00

After 20 years of service	.38	\$800.00
After 25 years of service	.48	\$1000.00
After 30 years of service	.58	\$1200.00

Fifty-eight cents (.58) additional pay an hour shall be the maximum longevity pay. Longevity shall be determined upon the anniversary of each employee's employment.

ARTICLE 16 HOLIDAYS

Section 1

The recognized holidays are:

New Year's Day (January 1)	Labor Day (1st Monday of Sept.)
Good Friday (Friday before Easter)	Veterans Day (November 11 th)
Presidents Day (3rd Monday of Feb.)	Thanksgiving Day
Memorial Day (Last Monday of May)	Day after Thanksgiving
Independence Day (July 4)	Christmas Day (December 25)

Section 2

A shift scheduled for two (2) work periods on a recognized holiday, shall receive Holiday pay under this Article, for each shift so worked, as provided by Section 3 of this Article.

Any employee who is separated from service by resignation, death, retirement, or otherwise, except for employees discharged for cause or involuntary resignation, shall be compensated for all holidays which have passed from the start of the fiscal year to the date of separation, at the base rate of base pay, plus longevity and shift differential, if any, at the time of separation.

Section 3

An employee who works a recognized holiday, as defined in this Article, shall be given four (4) additional hours pay for each shift. Also, if an employee works a total of nine (9) or more hours on any holiday covered by this agreement, said employee shall receive an additional two (2) hours pay.

Section 4

Each employee governed by this Agreement shall be paid, as holiday incentive pay, the sums indicated below, on or before the 30th day of June each year:

A newly-hired employee must be employed for at least one-half (1/2) of the contract year to receive payment for that year under the provisions of this article.

Civil Service Employees	\$900.00
Non-Civil Service Employees	\$700.00

ARTICLE 17 MILEAGE

Each employee governed by this Agreement shall receive compensation for use of a personal vehicle, based upon the most recent mileage resolution passed by the City Council of the City of Keokuk.

ARTICLE 18 CLASSES OF PATROLMEN

A Patrolman 1st Class shall be a Police Officer who has completed two (2) years as a patrolman.

A Patrolman 2nd Class is a Police Officer who has completed his probationary period and does not qualify for a Patrolman 1st Class.

A Patrolman 3rd Class is a probationary Police Officer until he has successfully completed twelve (12) consecutive months of continuous service. During the probationary period, such Police Officer may be removed or discharged from such position, without cause or the right to grievance.

ARTICLE 19
JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

It is the desire of the Employer and the Union to maintain the highest standard of health and safety in the Police Department, in order to eliminate as much, as reasonably practicable, accidents, deaths, injuries and illnesses in police service.

The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety and Health Committee. The Committee shall meet at such times, as either its members, the Union or the Employer shall request, but in no case, less than once during each contract year.

The Committee shall, upon its own motion, or at the request of the Employer or Union, inspect the Police Department facilities to detect hazardous physical conditions or procedures related to health and safety. It may recommend changes in the facilities, the use or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Police Department.

Records of all accidents, injuries or illnesses shall be maintained by the City of Keokuk and shall be available to the Committee or any of its members upon request. These reports shall include all reports required by the State of Iowa, under Chapter 88 of the Code, or by the United States, under the Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by either the State of Iowa or the United States, under either aforementioned provision of law.

Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the Employer or the Union or any individual, under either of the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the Employer to conduct independent investigations or inspections as required or allowed by law. Failure to adhere to a recommendation is not grievable.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding, and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

ARTICLE 20

NON-CIVIL SERVICE EMPLOYEES

In case of inconsistency between the provisions of this Article and any other Article concerning non-civil service personnel, this Article shall control.

The provisions of Articles 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24, 25, 26 and 27 shall apply to all employees. Articles not mentioned shall not apply to non-civil service employees.

Nothing herein shall be construed as granting any civil service rights to non-civil service personnel.

ARTICLE 21

NON-CIVIL SERVICE SENIORITY

Seniority of non-civil service personnel shall begin at the date of employment, but shall not include any period of time exceeding sixty (60) days in any one (1) calendar year, during which the non-civil service personnel is absent from service for any reason, other than disability or maternity leave.

If, in the public interest, it should ever become necessary to reduce the staff of dispatchers, said reduction shall start with the least senior dispatcher first.

If a vacancy in the dispatcher position occurs on any shift, the Employer shall post notice of the vacancy for bidding for seventy-two (72) hours before the vacancy is permanently filled. The dispatcher with the most accumulated seniority, bidding upon a position, shall be appointed to fill the position, provided however, the dispatcher filling such vacancy, shall have the right to refuse the position for three (3) days after assuming his or her responsibility there under and after refusing, may return to his or her former shift. If a position is refused, it shall again be treated as vacant. The Chief of Police shall have the authority to fill a vacancy temporarily, without regard to seniority, provided such temporary authority, shall not abrogate the seniority provisions

of this article and no temporary appointment shall exceed ten (10) working days in duration.

A non-civil service employee, other than a dispatcher, may bid upon a dispatcher's position, if otherwise qualified and if so qualified, shall be appointed, if he or she has the most accumulated seniority. If any additional non-civil service positions are added to the Department, persons occupying such positions shall have the same bidding and seniority rights provided dispatchers under this Agreement.

Pre-scheduled vacation days, compensatory days, personal days, etc. will be filled by the relief dispatcher. In the event, a dispatcher calls in sick, the dispatcher shall be replaced in the following manner, for a maximum of three days: Holding over the dispatcher working the previous shift for four (4) hours and calling in, the oncoming dispatcher four (4) hours early. In the event, the illness exceeds three (3) days; the relief dispatcher will be scheduled to cover the shift. In the event, this would work said dispatcher more than twelve (12) consecutive hours or the dispatcher declines the overtime, then the most senior dispatcher would be called and so on, down the line of seniority, until the position is filled. In the event, the shift goes unfilled after calling the seniority list, the Chief of Police has the right to fill the position as he sees necessary. In the event, that there is more than one (1) dispatcher scheduled to work the shift, the other dispatcher may work the shift. Any call in overtime will be a minimum of four (4) hours, at the rate of time and one-half (1/2).

Nothing herein shall be construed as granting any civil service rights to any non-civil service personnel.

During the month of July each year, all non-civil service positions shall be posted for bidding. For such bidding purposes, all positions shall be considered vacant and employees will be allowed to bid on said position based upon their seniority in the Police Department. Bids shall be held open for a minimum of eight (8) days. Reassignment, if any, will be made on the basis of said bids based and assignment to new shifts, if any will be made by the Chief of Police, on or before August 15th of each year. If in the event it becomes necessary to bid on scheduled days off, the same procedures as outlined in this section will be applied.

ARTICLE 22 VESTED RETIREMENT

In the event, a civil service employee of the City of Keokuk, takes a vested retirement, the employee shall be entitled to a maximum of thirty-three and one-third percent (33 1/3%) of unused sick leave, as severance pay, up to a maximum of forty-three (43) days.

ARTICLE 23 PHYSICAL FITNESS

The City shall provide each employee covered by this Agreement, a single membership in the Hoerner Y Civic and Recreation Center or Total Fitness Center (up to the costs of a single annual membership to the Hoerner Y). The City shall provide said membership commencing January 1, 2003, for all current employees or at the time of hire for new employees. It is understood that the member will utilize the facility of his/her choice for a minimum of twenty-four (24) times each year. If for any reason the facility is not utilized this minimum number of times, it is understood the member is on probation and that the City will not be responsible for paying membership fees for the following year. If the member chooses to utilize either facility following the determination of a probation status, one year must lapse before becoming eligible for this benefit again. The member who wishes to reinstate his/her former position must provide proof of paid membership and proof of minimum usage to be reimbursed for that second year of probation. If for some reason, Total Fitness ceases its business activity, the City pledges that a pro-rated membership to the Hoerner Y Civic and Recreation Center shall be provided without cost to the member for the balance of that year.

ARTICLE 24 PERSONAL LEAVE

Section 1. Each employee shall be allowed **four (4)** personal leave days per year. These personal leave days shall be in addition to any other days off provided in this Agreement. An employee must give forty-eight (48) hours notice to his or her supervisor, before taking a personal leave day (the employee's supervisor may waive this requirement). An employee taking a personal leave day, shall receive eight (8)

hours pay at his or her regular rate for each personal leave day taken. In the event, requests for personal leave will reduce the number of employees in the Department to levels below minimum manning requirements, personal leave on the day requested may be refused. In the event of conflicts in personal leave requests, the employee with seniority will be given preference.

A new employee hired between July and September will be granted 4 days personal leave; if hired between October and December they will be granted three (3) personal leave days; if hired between January and March they will be granted two (2) personal leave days and if hired between April and June they will be granted one (1) personal leave day to be taken by the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30th of each year.

Section 2. Each employee covered by this agreement shall be given his or her birthday, as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a holiday, then the employee shall be granted the next available day, as designated by the Chief of Police, as said day off.

ARTICLE 25

DEFINITION OF YEAR

When the term "year" is used in this contract, it shall mean the period from July 1 through the next succeeding June 30.

ARTICLE 26

NON-CIVIL SERVICE PROBATION

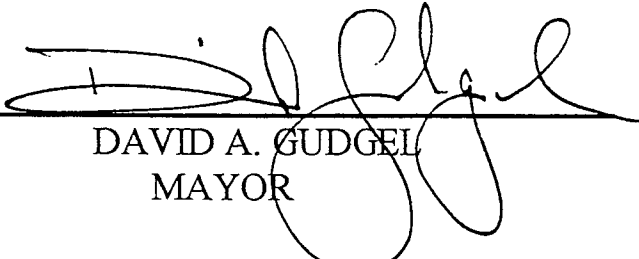
All non-civil service employees of the Department shall serve a probation of one hundred eighty (180) working days, during which time their employment may be terminated, with or without cause.

ARTICLE 27
DURATION OF AGREEMENT

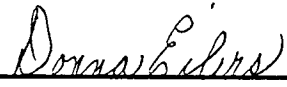
This Agreement entered into this ____ day of January, A.D., 2005 by and between the undersigned City of Keokuk, Iowa and the Keokuk Police Bargaining Unit.

This agreement shall be in full force and effect from July 1, 2005, through and including June 30, 2008.


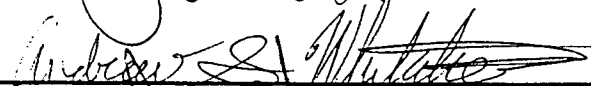
CITY OF KEOKUK, IOWA

BY: 
DAVID A. GUDGEL
MAYOR

ATTEST:


Donna Eilers, City Clerk

KEOKUK POLICE BARGAINING UNIT

BY: 
BY: 
BY: 